

This instrument prepared by:
Denise L. Huston, Esq.
Salter Feiber, PA
3540 NW 16 Blvd., Bldg. B
Gainesville, FL 32605
352-376-8201
File No.:

STORM WATER DISCHARGE EASEMENT AGREEMENT

THIS EASEMENT is made and entered into on is made as of the ____ day of _____, 2022 (the "**Effective Date**"), by and between **TARA BAYWOOD, LLC**, a Florida limited liability company, whose address is 7717NW 20th Lane, Gainesville, Florida 32605 ("**Grantor**") and, **TARA FOREST, LLC**, a Florida limited liability company, whose address is 7717NW 20th Lane, Gainesville, Florida 32605 ("**Grantee**"). Grantor and Grantee may be referred to herein collectively as the "**Parties**" or singularly as a "**Party**".

RECITALS

A. Grantor owns the lands described below conveyed to Grantor by that certain deed recorded at OR Book 4749, Page 2301, Public Records of Alachua County, and as described in the legal description attached hereto as **Exhibit "A"** (the "**Servient Estate**").

B. Grantee owns an adjoining parcel as described in the legal description attached hereto as **Exhibit "B"** (the "**Dominant Estate**").

C. In connection with a residential development known as "Tara Forest East" located on the Dominant Estate, to include Tara Forest Ease Phase I and all subsequent phases of Tara Forest East to be located on the Dominant Estate, Grantee seeks to discharge storm water runoff from the Dominant Estate into future storm water drainage area located on Grantor's Servient Estate.

D. Grantee desires from Grantor a perpetual easement for storm water drainage on, over, upon, and across said Servient Estate pursuant to the above.

E. Grantor is willing to grant such easement under the terms and conditions outlined herein, Grantor's future storm water drainage area will have excess capacity that will allow it to accept storm water draining from the Dominant Estate, and the grant of such easement does not constitute an inordinate burden on Grantor nor the Servient Estate.

NOW, THEREFORE, the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid by Grantee to Grantor, the receipt of which Grantor hereby acknowledges, does hereby grant and convey unto the Grantee, its successors and assigns, an easement for storm water drainage and related purposes incidental thereto (and necessary access for such purposes) on, over, upon, and across that portion of the Servient Estate described as follows (the "**Easement Area**"):

See attached **Exhibit "C"**.

1. **Recitals.** The Recitals are true and correct and incorporated by reference herein.
2. **Limitation on the Grantor's Use of the Easement Area.** Without the Grantee's prior written consent (which consent will not be unreasonably withheld), the Grantor shall not within the Easement Area construct or place any structure, building, or other surface or underground improvements,

whether temporary or permanent; plant or locate any trees or shrubs which may interfere with Grantee's rights hereunder; or do, or fail to do, any act which may impede the function of the Easement Area. Any improvement, trees, or shrubs now or hereafter located on the Easement Area may be removed by Grantee, without liability, if such removal is necessary to preserve the Grantee's rights granted herein. Notwithstanding the foregoing, the Grantor may install and maintain grass or other ground cover in the Easement Area without the prior agreement of Grantee so long as such installation is not inconsistent with Grantee's use of the Easement Area. Grantor further conveys to Grantee the right of access to the Easement Area for the purposes of maintenance, repair, and any other purposes for which this easement is granted.

3. **Rights Reserved.** The easement rights granted herein are non-exclusive and are subject to all matters of record. Grantor reserves the right to use the Easement Area, or any portion thereof, for any purpose not inconsistent with the Grantee's use thereof pursuant to this Agreement, including but not limited to, ingress and egress to and from the remainder of the Grantor's property.

4. **Maintenance.**

a. All costs of maintenance of the Easement Area shall be borne solely by Grantor. Grantor shall also be responsible for the costs and maintenance of any structures Grantor creates within the Easement Area. Should Grantor fail to maintain the Easement Area or any improvements, Grantee may do so to the extent necessary to preserve Grantee's rights granted herein and shall have the right to be reimbursed for any and all costs associated therewith. Notwithstanding anything to the contrary in this Agreement, the parties and their successors and assigns may mutually agree to a different allocation of the maintenance costs.

b. Notwithstanding anything to the contrary in this Agreement, Grantee shall maintain any improvements created by Grantee within the Easement Area in compliance with all applicable governmental requirements. Without limiting the generality of the preceding, all improvements constructed by Grantee shall meet or exceed all applicable requirements and specifications of all governmental agencies having jurisdiction of matters relating to storm water drainage in the area where the property is located to the end that all such improvements will be qualified to be accepted by any such storm water district, if otherwise appropriate

5. **Restoration of Easement Area.** Upon completion of any activities of Grantee which disturb the surface of the Easement Area, Grantee shall promptly restore the Easement Area to the condition it was in immediately prior to such disturbance or as otherwise required by this Agreement, except as otherwise provided in this Agreement or as necessarily modified to accommodate the improvements.

6. **Conduct of Grantee.** At all times, all actions of Grantee on or about the Easement Area or in connection with the Easement Area and all activities of Grantee contemplated by this Agreement shall be made and taken in full and strict compliance with all governmental requirements. Grantee shall be responsible for compliance with all applicable federal, state, and local requirements for the construction, operation, use, and maintenance of the Grantee's improvements and for all discharges of storm water from the Dominant Estate into the Easement Area, including compliance with all applicable federal, state, and local water quality requirements. The Grantee shall be responsible for any permitting, mitigation or other local government regulatory requirements necessitated as a result of the exercise of its rights and privileges afforded to it under this instrument.

7. **Construction Liens.** No rights granted herein shall permit or empower the Grantee to encumber the Easement Area or any part of the Easement Area with liens arising from the activities undertaken by Grantee. Grantee shall not suffer nor permit any construction lien to be placed upon or against the Easement Area and, in case of any such construction lien attaching, shall immediately pay and remove same. If Grantee causes or allows construction liens to be placed upon the Easement Area and

fails to pay and remove same within fifteen (15) days of receiving notice of the lien, Grantor shall have the right to satisfy the lien and be reimbursed by the Grantee for any and all sums paid, including interest at the highest rate allowed by Florida law accruing from the date of payment and all reasonable costs and expenses incurred by the Grantor in connection therewith.

8. Miscellaneous.

a. **Inurement.** The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the parties and their respective legal representatives, successors, and assigns. The rights and obligations set forth in this Agreement are intended to run with the land in perpetuity.

b. **Assignment and Delegation.** Grantee may, from time to time, and with the written approval of the Grantor, which approval shall not be unreasonably withheld, assign or delegate to any governmental entity, or to any third party having an interest in the Dominant Estate the rights and obligations of Grantee under this Agreement to maintain, operate and repair the Easement Area and the right to discharge storm water runoff into the Easement Area as set forth herein, so long as the assignee agrees in writing to assume all of the Grantee's obligations under this Agreement and the assignment and assumption is recorded in the public records of Alachua County, Florida.

c. **Litigation and Attorneys' Fees.** If it shall be necessary for either party to this Agreement to bring suit to enforce any provisions hereof or for damages on account of any breach of this Agreement, the prevailing party on any issue in any such litigation and any appeals therefrom shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation (including those incurred in connection with all bankruptcy and probate proceedings) and a reasonable attorneys' fee as fixed by the court.

d. **Severability; Paragraph Headings; Governing Law; Venue; Waiver of Jury Trial.** Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement. Paragraph headings are included for reference purposes only and do not constitute part of this Agreement. This Agreement shall be governed and construed under the laws of the State of Florida without regard to conflicts of law provisions. Venue shall be in Alachua County, Florida. EACH PARTY EXPRESSLY WAIVES JURY TRIAL IN ALL ACTIONS, PROCEEDINGS, OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

e. **Notices.** All notices, demands, or other communications to any party under this Agreement shall be in writing (including facsimile transmission); shall be hand-delivered personally or sent by express mail or courier service to the addresses set forth above. All such notices, demands, requests, or other communications shall be deemed received on the date of receipt by the recipient if received prior to 5:00 p.m. in the place of receipt and such day is a business day in the place of receipt. Otherwise, any such notice, demand, request, or other communication shall be deemed not to have been received until the next succeeding business day in the place of receipt. Addresses for notice may be changed from time to time by notice to the other party.

f. **Waiver.** Grantee accepts the condition of the Easement Area (to the extent of any license or use rights therein) in its "AS IS" condition. By entering this Agreement, Grantee waives and releases the Grantor from any liability, obligation, damage, or claim of whatsoever nature relating to the condition of the Easement Area, whether apparent or hidden. Waiver by either party of any one default will not be deemed to be a waiver of any other default under this Agreement. Any remedy or election under this Agreement will not be deemed exclusive, but, instead, whenever legally permissible, will be cumulative with all other remedies at law or in equity.

g. **Construction; Exhibits; Joint and Several.** The rule of strict construction does not apply to this Agreement. This Agreement shall be given a reasonable construction so that the intention of the parties can be carried out. The parties acknowledge and agree that each of the Exhibits attached to this Agreement form an integral part of this Agreement and by this reference are incorporated herein as if set forth in full verbatim. All obligations of Grantor and Grantee under this Agreement shall be joint and several obligations.

h. **Counterparts.** This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

TO HAVE AND TO HOLD, the above granted storm water discharge easement unto the said Grantee, its successors and assigns, and the Grantor will defend the title to said lands against all persons claiming by, through or under said Grantor. The storm water discharge easement granted herein shall be recorded in the public records of Alachua County, Florida.

[Signature page follows.]

IN WITNESS WHEREOF, Grantor has set his or her hand and seal the day and year first written above.

Signed, sealed and delivered
in our presence as witnesses:

GRANTOR:

TARA BAYWOOD, LLC,
a Florida limited liability company

Witness
Print: _____

By: _____
Sayed Moukhtara, its Manager

Witness
Print: _____

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me on _____, by
SAYED MOUKHTARA, the Manager of **TARA BAYWOOD, LLC**, a Florida limited liability company. Said
person is ☐ personally known to me or ☐ produced _____ as identification.

(SEAL)

Notary Public - State of Florida
Print: _____

Signed, sealed and delivered
in our presence as witnesses:

GRANTEE:

TARA FOREST, LLC,
a Florida limited liability company

Witness

Print: _____

Witness

Print: _____

By: _____

Sayed Moukhtara, its Manager

STATE OF FLORIDA
COUNTY OF ALACHUA

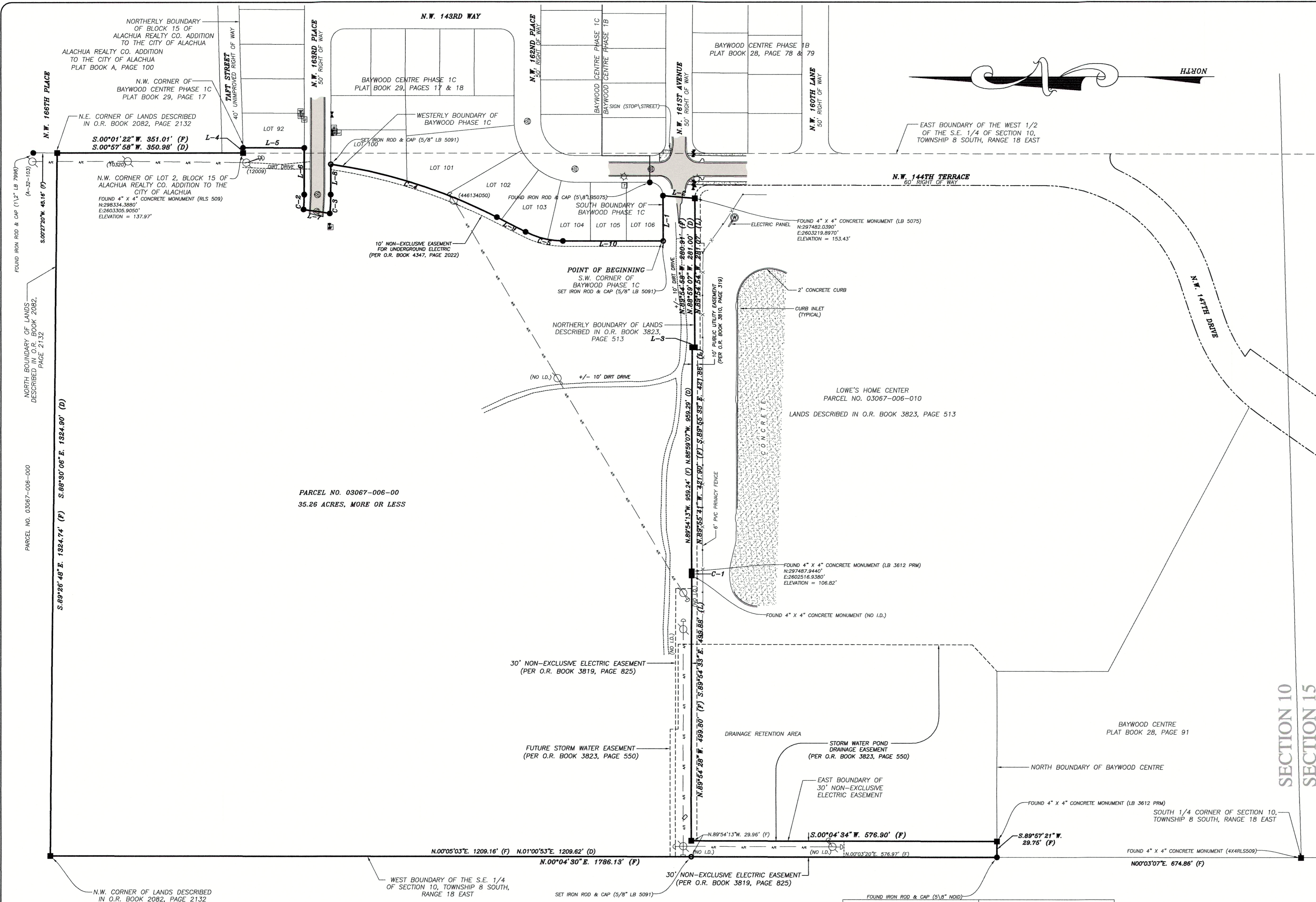
The foregoing instrument was acknowledged before me on _____, by
SAYED MOUKHTARA, the Manager of **TARA FOREST, LLC**, a Florida limited liability company. Said person
is ☐ personally known to me or ☐ produced _____ as identification.

(SEAL)

Notary Public - State of Florida

Print: _____

EXHIBIT A



SECTION 10, TOWNSHIP 8 SOUTH, RANGE 18 EAST
ALACHUA COUNTY, FLORIDA

DESCRIPTION: (AS FURNISHED)
PER TITLE COMMITMENT FILE NO. 2037-4078799 ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY FOR AKERMAN LLP, BEARING A COMMITMENT DATE OF JULY 23, 2018.

A PORTION OF LAND SITUATED IN SECTION 10, TOWNSHIP 8 SOUTH, RANGE 18 EAST, IN THE CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

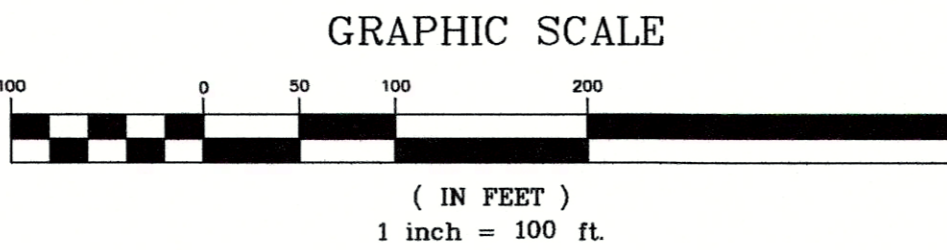
BEGIN AT THE SOUTHWEST CORNER OF BAYWOOD PHASE 1C, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 29, PAGES 17 AND 18 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE SOUTH 88°59'07" EAST, ALONG THE SOUTH LINE OF SAID BAYWOOD PHASE 1C, A DISTANCE OF 85.50 FEET, THENCE DEPARTING SAID SOUTH LINE, SOUTH 05°46'42" WEST, A DISTANCE OF 60.21 FEET TO A POINT ON THE NORTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3823, PAGE 513 OF SAID PUBLIC RECORDS; THENCE NORTH 88°59'07" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 281.00 FEET; THENCE NORTH 01°00'53" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 5.00 FEET; THENCE NORTH 88°59'07" WEST, ALONG SAID NORTH LINE AND IT'S WESTERLY PROJECTION THEREOF, A DISTANCE OF 959.29 FEET TO THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 10; THENCE NORTH 01°00'53" EAST, ALONG SAID WEST LINE, A DISTANCE OF 1209.62 FEET TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2082, PAGE 2132 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE SOUTH 88°30'06" EAST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 1324.90 FEET TO THE NORTHEAST CORNER OF SAID LANDS; SAID CORNER BEING ON THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 10; THENCE SOUTH 00°57'58" WEST, ALONG SAID EAST LINE, A DISTANCE OF 350.98 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 86°04'29" WEST, 27.93 FEET; (3) THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°49'15", AN ARC DISTANCE OF 27.94 FEET TO THE END OF SAID CURVE; (4) THENCE SOUTH 09°56'14" WEST, A DISTANCE OF 50.06 FEET TO THE BEGINNING OF A CHORD BEARING AND DISTANCE OF SOUTH 18°41'44" WEST, 328.91 FEET; (7) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°41'43", AN ARC DISTANCE OF 330.37 FEET TO THE END OF SAID CURVE; (8) THENCE SOUTH 28°02'36" WEST, A DISTANCE OF 60.73 FEET TO THE BEGINNING OF A CHORD BEARING AND DISTANCE OF SOUTH 14°31'44" WEST, 72.21 FEET; (9) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°01'43", AN ARC DISTANCE OF 72.88 FEET TO THE END OF SAID CURVE; (10) THENCE SOUTH 01°00'53" WEST, A DISTANCE OF 189.27 FEET TO THE POINT OF BEGINNING.

DESCRIPTION: (AS SURVEYED)
A PORTION OF THE S.E. 1/4 OF SECTION 10, TOWNSHIP 8 SOUTH, RANGE 18 EAST, IN THE CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE S.W. CORNER OF BAYWOOD PHASE 1C, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 29, PAGES 17 AND 18 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE N.89°56'50"E., ALONG THE SOUTH BOUNDARY OF SAID BAYWOOD PHASE 1C, A DISTANCE OF 85.50 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, S.04°52'19"W., A DISTANCE OF 60.27 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3823, PAGE 513 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID LANDS, THE FOLLOWING FIVE (5) CALLS: N.89°54'58"W., A DISTANCE OF 280.91 FEET; THENCE N.01°44'31"W., A DISTANCE OF 4.97 FEET; THENCE N.89°55'41"W., A DISTANCE OF 421.90 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 115.00 FEET, A CENTRAL ANGLE OF 03°47'06" AND A CHORD BEARING AND DISTANCE OF N.88°15'26"W., 7.60 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE AND NORTHERLY BOUNDARY, A DISTANCE OF 7.60 FEET TO THE END OF SAID CURVE; THENCE N.89°54'28"W., A DISTANCE OF 499.80 FEET TO A POINT ON THE EAST BOUNDARY OF A 30 FOOT NON-EXCLUSIVE ELECTRIC EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 3819, PAGE 825 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE DEPARTING THE NORTHERLY BOUNDARY OF LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3823, PAGE 513, ALONG THE EAST BOUNDARY OF SAID 30 FOOT EASEMENT AND THE SOUTHERLY PROJECTION THEREOF, A DISTANCE OF 576.90 FEET TO A POINT ON THE NORTH BOUNDARY OF BAYWOOD CENTRE AS PER PLAT THEREOF RECORDED IN PLAT BOOK 28, PAGE 91 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE DEPARTING THE SOUTHERLY PROJECTION OF THE EAST BOUNDARY OF SAID 30 FOOT EASEMENT, ALONG THE NORTH BOUNDARY OF SAID BAYWOOD CENTRE, S.89°57'21"W., A DISTANCE OF 29.75 FEET TO A POINT ON THE WEST BOUNDARY OF THE S.E. 1/4 OF SAID SECTION 10; THENCE DEPARTING THE NORTH BOUNDARY OF SAID BAYWOOD CENTRE, ALONG SAID WEST BOUNDARY, N.00°04'30"E., A DISTANCE OF 1786.13 FEET TO THE N.W. CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2082, PAGE 2132 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE DEPARTING THE WEST BOUNDARY OF THE S.E. 1/4 OF SAID SECTION 10, ALONG THE NORTH BOUNDARY OF SAID LANDS, S.89°26'48"E., A DISTANCE OF 1324.74 FEET TO THE N.E. CORNER OF SAID LANDS AND A POINT ON THE EAST BOUNDARY OF THE WEST 1/2 OF THE S.E. 1/4 OF SAID SECTION 10; THENCE ALONG SAID EAST BOUNDARY, S.00°01'22"W., A DISTANCE OF 351.01 FEET TO THE N.W. CORNER OF LOT 2, BLOCK 15, OF ALACHUA REALTY CO.'S ADDITION TO THE CITY OF ALACHUA, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 'A', PAGE 100 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE DEPARTING SAID EAST BOUNDARY, ALONG THE NORTHERLY BOUNDARY OF SAID BLOCK 15 OF SAID ALACHUA REALTY CO.'S ADDITION TO THE CITY OF ALACHUA, N.88°22'19"E., A DISTANCE OF 9.89 FEET TO THE N.W. CORNER OF AFOREMENTIONED BAYWOOD PHASE 1C; THENCE ALONG THE WESTERLY BOUNDARY OF SAID BAYWOOD PHASE 1C, THE FOLLOWING TEN (10) COURSES: S.00°03'52"W., A DISTANCE OF 115.81 FEET; THENCE N.89°55'23"W., A DISTANCE OF 87.57 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 05°55'28" AND A CHORD BEARING AND DISTANCE OF N.87°00'29"W., 28.42 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE AND WESTERLY BOUNDARY, A DISTANCE OF 28.44 FEET TO THE END OF SAID CURVE; THENCE S.08°59'15"W., A DISTANCE OF 50.15 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 06°17'55" AND A CHORD BEARING AND DISTANCE OF S.86°50'30"E., 35.74 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE AND WESTERLY BOUNDARY, A DISTANCE OF 35.76 FEET TO THE END OF SAID CURVE; THENCE S.89°55'23"E., A DISTANCE OF 57.15 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1012.50 FEET, A CENTRAL ANGLE OF 18°41'51" AND A CHORD BEARING AND DISTANCE OF S.17°43'23"W., 72.31 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE AND WESTERLY BOUNDARY, A DISTANCE OF 72.99 FEET TO THE END OF SAID CURVE; THENCE S.00°04'10"W., A DISTANCE OF 189.27 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 35.26 ACRES, MORE OR LESS.

- LEGEND** UNLESS OTHERWISE NOTED
- = CENTERLINE OF RIGHT OF WAY
 - C.B. = CHORD BEARING
 - O.R. = OFFICIAL RECORDS OF ALACHUA COUNTY
 - = FOUND 5/8" IRON ROD & CAP - LB 5075
 - = SET 5/8" IRON ROD & CAP - LB 5091
 - = FOUND 4" x 4" CONCRETE MONUMENT (BROKEN; NO IDENTIFICATION)
 - = SET 4" x 4" CONCRETE MONUMENT - LB 5091
 - = FOUND NAIL & DISC - LB 5075
 - = FIELD MEASUREMENT
 - (P) = PLAT DIMENSION
 - (F) = PER FURNISHED DESCRIPTION
 - (L) = PER LOWE'S HOME CENTER DEED RECORDED IN O.R. BOOK 3823, PAGE 513
 - (C) = CALCULATED DIMENSION
 - = DRAINAGE MANHOLE
 - = STORM DRAINAGE GRATE
 - = CURB INLET GRATE
 - = MAILBOX
 - = SIGN
 - = WOOD POWER POLE
 - = METAL LIGHT POLE
 - = CONCRETE POWER POLE
 - = ELECTRIC TRANSFORMER
 - = ELECTRIC BOX
 - = GUY ANCHOR
 - = SANITARY MANHOLE
 - = SANITARY CLEANOUT
 - = SEWER VALVE
 - = TELEPHONE BOX
 - = TELEPHONE CABLE MARKER
 - = CABLE BOX
 - = FIRE HYDRANT
 - = WATER VALVE
 - = WATER METER
 - = BACKFLOW PREVENTOR
 - = 5" WELL
 - = GAS METER
 - = GAS VALVE
 - = GAS LINE MARKER
 - P.V.C. = POLYVINYL CHLORIDE
 - R.C.P. = REINFORCED CONCRETE PIPE
 - C.M.P. = CORRUGATED METAL PIPE
 - H.D.P.E. = HIGH DENSITY POLYETHYLENE
 - = AERIAL ELECTRIC
 - = UNDERGROUND TELEPHONE LINE
 - = UNDERGROUND WATER LINE
 - = UNDERGROUND GAS LINE
 - = UNDERGROUND ELECTRIC
 - = DENOTES CONCRETE
 - = DENOTES ASPHALT

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD	C.B.
C-1 (F)	03°47'06"	115.00'	7.60'	7.60'	N.88°15'26"W.
C-1 (L)	03°47'20"	115.00'	7.60'	7.60'	S.88°01'11"E.
C-2 (F)	05°55'28"	275.00'	28.44'	28.44'	N.87°00'29"W.
C-2 (D)(P)	05°49'15"	275.00'	27.94'	27.94'	N.86°04'28"W.
C-3 (F)	06°18'13"	325.00'	35.76'	35.74'	S.86°50'30"E.
C-3 (D)(P)	06°17'55"	325.00'	35.73'	35.71'	S.85°50'10"E.
C-4 (F)	18°41'51"	1012.50'	330.41'	328.95'	S.17°43'23"W.
C-4 (D)(P)	18°41'43"	1012.50'	330.37'	328.91'	S.18°41'44"W.
C-5 (F)	27°04'06"	154.50'	72.99'	72.31'	S.13°38'50"W.
C-5 (D)(P)	27°01'43"	154.50'	72.88'	72.21'	S.14°31'44"W.



SHEET 1 OF 3
ONE IS NOT COMPLETE WITHOUT THE OTHERS
SEE SHEET 2 OF 3 FOR TOPOGRAPHIC INFORMATION
SEE SHEET 3 OF 3 FOR TREE SURVEY

LINE TABLE		LINE TABLE	
LINE	BEARING & DISTANCE	LINE	BEARING & DISTANCE
L-1	N.89°56'50"E. 85.50' (F)	L-6	N.89°55'23"W. 87.57' (F)
	S.88°59'07"E. 85.50' (D)&(P)		N.88°59'07"W. 88.14' (D)&(P)
L-2	S.04°52'19"W. 60.27' (F)	L-7	S.08°59'15"W. 50.15' (F)
	S.05°46'42"W. 60.21' (D)&(P)		S.09°56'14"W. 50.06' (D)&(P)
L-3	N.01°44'31"W. 4.97' (F)	L-8	S.89°55'23"E. 57.15' (F)
	N.01°00'53"E. 5.00' (D)		S.88°59'07"E. 57.15' (D)&(P)
	N.00°44'35"W. 5.09' (L)	L-9	S.27°12'36"W. 60.70' (F)
L-4	N.88°22'19"E. 9.89' (F)		S.28°02'36"W. 60.73' (D)&(P)
	N.89°19'56"E. 10.00' (D)	L-10	S.00°04'10"W. 189.27' (F)
L-5	S.00°03'52"W. 115.81' (F)		S.01°00'53"W. 189.27' (D)&(P)
	S.01°00'53"W. 115.79' (D)&(P)		

- NOTES:**
- DATE OF FIELD SURVEY: APRIL 3, 2019
 - SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
 - UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED.
 - PUBLIC RECORDS NOT SEARCHED BY R.M. BARRINEAU & ASSOCIATES, INC.
 - BEARINGS AND STATE PLANE COORDINATES DEPICTED HEREON ARE GRID, NORTH FLORIDA ZONE, NAD-83 (CORS96) EPOCH:2002.0000, BASED ON TRIMBLE VIRTUAL REFERENCE STATION NETWORK AND REFERENCED TO THE WEST BOUNDARY OF THE S.E. 1/4 OF SECTION 10, TOWNSHIP 8 SOUTH, RANGE 18 EAST, AS BEING N.00°05'03"E.
 - VERTICAL DATUM BASED ON NATIONAL GEODETIC SURVEY CONTROL POINT 175 D1 WITH AN ELEVATION OF 102.24'; NAVD-88.
 - ORIENTATION FOR THE IMPROVEMENTS SHOWN HEREON SHOULD NOT BE USED TO RECONSTRUCT BOUNDARY LINES.
 - ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
 - THIS SURVEY DEPICTS THE PROPERTY AS IT EXISTED ON THE SURVEY DATE, NOT NECESSARILY THE SIGNATURE DATE.
 - THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM R.M. BARRINEAU & ASSOCIATES, INC.

- CERTIFIED TO:**
- BOYD CONTRACTS, LLC,
 - AKERMAN LLP
 - FIRST AMERICAN TITLE INSURANCE COMPANY

SURVEYOR'S CERTIFICATION:
I HEREBY CERTIFY THAT THE SURVEY REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

10/18/2021
SIGNATURE DATE
TRAVIS@RMBARRINEAU.COM

TRAVIS P. BARRINEAU, P.S.M. - LS 6897
OF R.M. BARRINEAU & ASSOCIATES, INC.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

BOUNDARY & TOPOGRAPHIC SURVEY FOR: SAYED MOUKHTARA

REFERENCES: F.B. 624, PGS. 20-26

J.O.# 19013
DWG.# 19013 R2
SHT 1 OF 3

FILE: 10-8-18

NO. BY DATE

2 ADD "AS SURVEYED" DESC, INCL. 30' STRIP KLU 9/4/19

REVISIONS

SCALE: 1" = 100'

APPROVED: T.P.B.
CHECKED: T.P.B.
REVISED: K.L.J.
DRAWN: K.L.J.

R.M. BARRINEAU & ASSOCIATES
PROFESSIONAL SURVEYORS & MAPPERS
10308 S.E. 28th Loop, Suite 103-Coral, FLORIDA 33471
PHONE 561-622-2133 • FAX 561-388-3771 • www.rmbarrineau.com
REGINALD M. BARRINEAU, P.S.M. - FOUNDER • CERTIFICATE OF AUTHORIZATION NO. LB 8861
TRAVIS P. BARRINEAU, P.S.M. - LS

BOUNDARY and TOPOGRAPHIC SURVEY

LYING IN SECTION 10, TOWNSHIP 8 SOUTH, RANGE 18 EAST,
ALACHUA COUNTY, FLORIDA

LEGAL DESCRIPTION:

(O.R. 1868, PAGE 1061)
A TRACT OF LAND SITUATED IN SECTION 10, TOWNSHIP 8 SOUTH, RANGE 18 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT A CONCRETE MONUMENT AT THE NORTHWEST CORNER OF THE N. E. 1/4 OF THE AFOREMENTIONED SECTION 10, TOWNSHIP 8 SOUTH, RANGE 18 EAST FOR THE POINT OF BEGINNING AND RUN N 88°15'52" E, ALONG THE NORTH LINE OF SAID SECTION 10, A DISTANCE OF 1324.84 FEET TO A STEEL ROD & CAP (L9#2803) AT THE NORTHWEST CORNER OF THE N. E. 1/4 OF THE N. E. 1/4 OF SAID SECTION 10; THENCE RUN S 00°04'49" W, ALONG THE WEST LINE OF SAID N. E. 1/4 OF THEN. E. 1/4, A DISTANCE OF 677.41 FEET TO A CONCRETE MONUMENT AT THE NORTHWEST CORNER OF THE S. 1/2 OF SAID N. E. 1/4 OF THE N. E. 1/4; THENCE RUN N 88°18'13" E, ALONG THE NORTH LINE OF SAID S. 1/2 OF THEN. E. 1/4 OF THE N. E. 1/4, A DISTANCE OF 1273.16 FEET TO THE WEST RIGHT OF WAY LINE OF COUNTY ROAD NO. 241 (100 FOOT RIGHT OF WAY); THENCE RUN S 00°11'02" W, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 678.06 FEET TO THE SOUTH LINE OF SAID N. E. 1/4 OF THE N. E. 1/4; THENCE RUN S88°19'11" W, ALONG SAID SOUTH LINE OF THE N. E. 1/4 OF THE N. E. 1/4, A DISTANCE OF 1271.89 FEET TO A CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF SAID N. E. 1/4 OF THEN. E. 1/4; THENCE RUN S 00°02'40" E, ALONG THE WEST LINE OF THE S. E. 1/4 OF SAID N. E. 1/4, A DISTANCE OF 669.07 FEET TO AN IRON PIPE AT THE NORTHWEST CORNER OF ALACHUA REALTY COMPANY ADDITION AS PER PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 100 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE RUN S 00°04'13" W, ALONG THE WEST LINE OF SAID ALACHUA REALTY COMPANY ADDITION, A DISTANCE OF 679.28 FEET TO A CONCRETE MONUMENT (LS#3456); THENCE RUN S 88°15'52" W, A DISTANCE OF 1326.11 FEET TO A CONCRETE MONUMENT (LS#3456) ON THE WEST LINE OF THE E. 1/2 OF SAID SECTION 10; THENCE RUN N 00°04'23" E, ALONG SAID WEST LINE, A DISTANCE OF 2703.44 FEET TO THE POINT OF BEGINNING, CONTAINING 102.000 ACRES MORE OR LESS.

AND

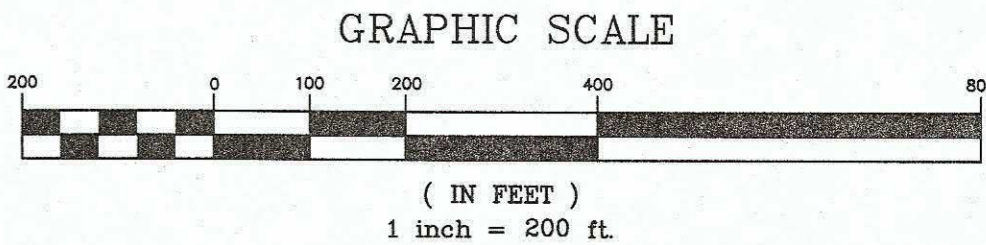
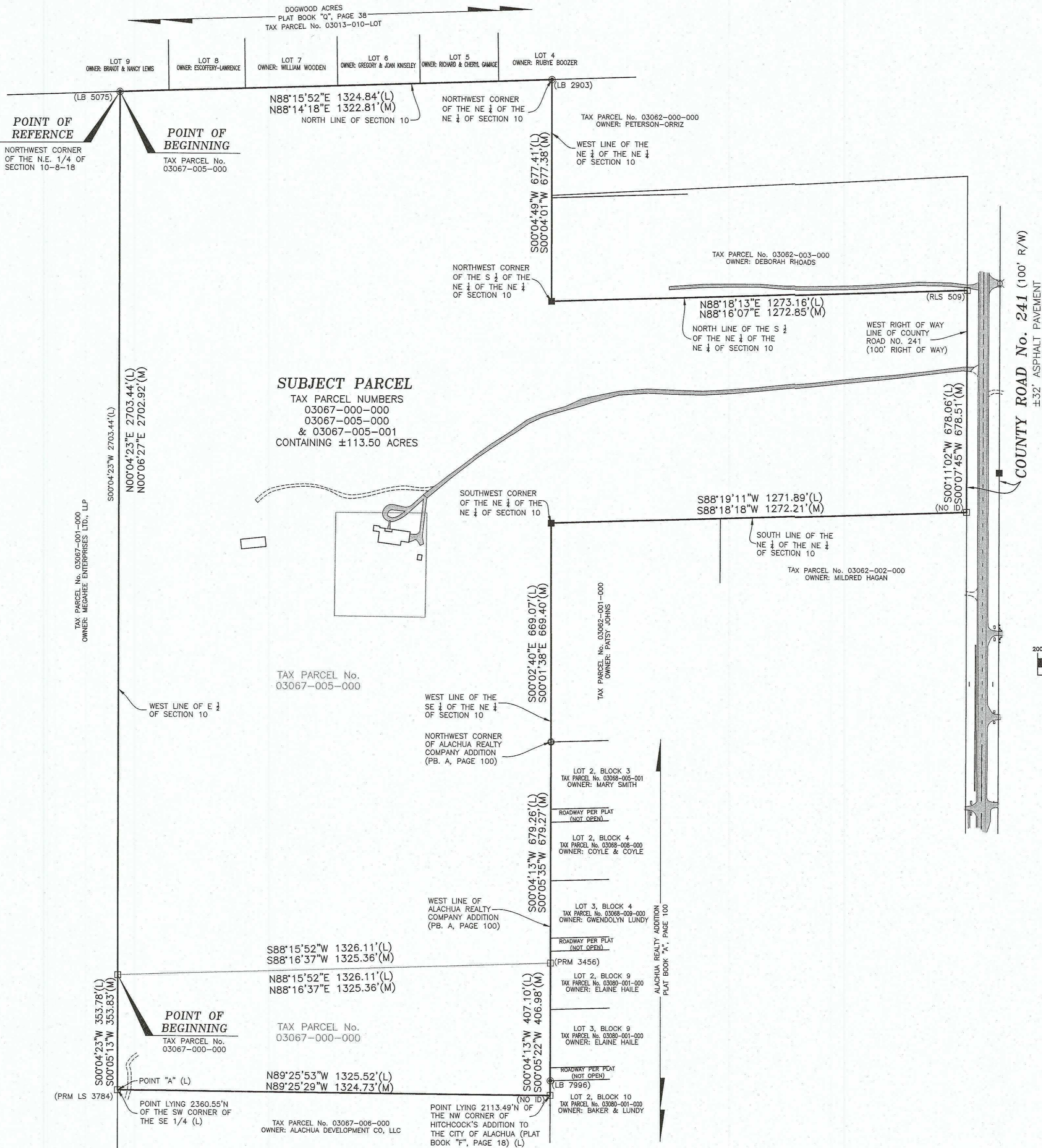
(O.R. 2094, PAGE 1551)
A TRACT OF LAND SITUATED IN SECTION 10, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE AFOREMENTIONED SECTION 10, TOWNSHIP 8 SOUTH, RANGE 18 EAST FOR THE POINT OF REFERENCE AND RUN S.00°04'23"W, ALONG THE WEST LINE OF THE EAST 1/2 OF SAID SECTION 10, A DISTANCE OF 2703.44 FEET TO A CONCRETE MONUMENT AND THE TRUE POINT OF BEGINNING; THENCE CONTINUE S.00°04'23"W, ALONG SAID WEST LINE OF THE EAST 1/2 OF SECTION 10, A DISTANCE OF 353.78 FEET TO A CONCRETE MONUMENT, SAID CONCRETE MONUMENT BEING LOCATED 2360.55 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 10, SAID CONCRETE MONUMENT BEING DESIGNATED AS POINT "A" TO BE REFERRED TO LATER; THENCE RETURN TO THE TRUE POINT OF BEGINNING AND RUN N.88°15'52"E, A DISTANCE OF 1326.11 FEET TO A CONCRETE MONUMENT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 10; THENCE RUN S.00°04'13"W, ALONG SAID WEST LINE OF THE SOUTHEAST 1/4, A DISTANCE OF 407.10 FEET TO A CONCRETE MONUMENT, SAID CONCRETE MONUMENT LOCATED 2113.49 FEET NORTH OF THE NORTHWEST CORNER OF LOT 10 OF HITCHCOCK'S ADDITION TO THE CITY OF ALACHUA AS PER PLAT THEREOF RECORDED IN PLAT BOOK "F", PAGE 18 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE RUN N.89°25'53"W, A DISTANCE OF 1325.52 FEET TO THE AFOREMENTIONED POINT "A" AND TO CLOSE, CONTAINING 11.57 ACRES MORE OR LESS.

LEGEND:

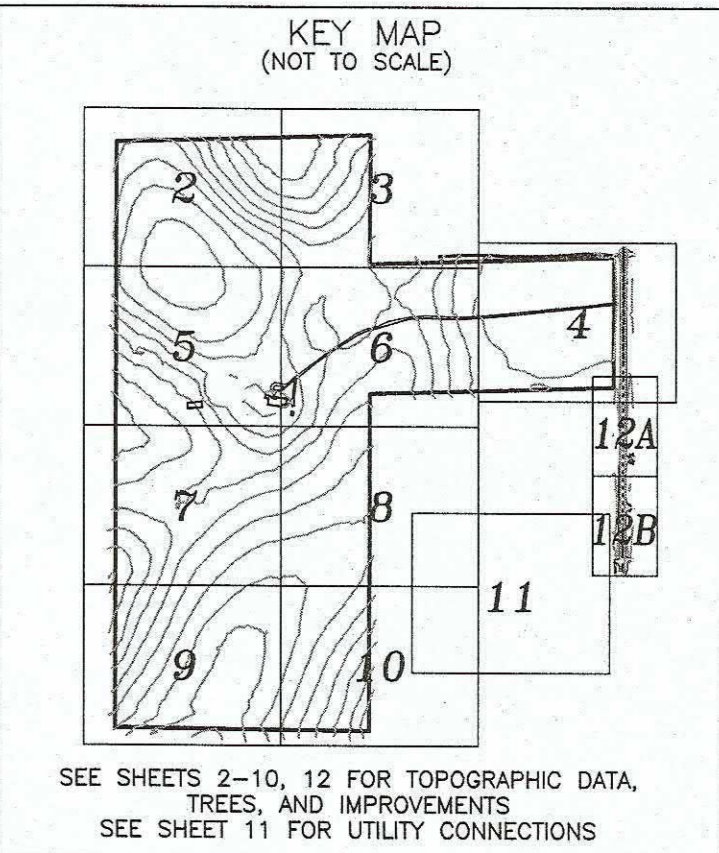
- = FOUND 3/4" IRON PIPE (NO IDENTIFICATION)
- = SET 5/8" REBAR (PSM 6602)
- = FOUND 4"x4" SANDSTONE MONUMENT(NO IDENTIFICATION)
- = FOUND 4"x4" CONCRETE MONUMENT(AS NOTED)
- ⊙ = FOUND 5/8" REBAR & CAP (AS NOTED)
- ⊗ = FOUND NAIL & DISK (PRM LS 3784)
- ⬢ = BENCHMARK
- (L) = PER LEGAL DESCRIPTION OF RECORD
- (M) = MEASURED
- O.R. = OFFICIAL RECORDS BOOK
- R/W = RIGHT OF WAY
- INV = INVERT
- NO ID = NO IDENTIFICATION
- PVC = POLYVINYL CHLORIDE PIPE
- EX OHU- = OVERHEAD UTILITY LINE
- 100- = CONTOUR LINE
- = METAL SIGN
- ⊕ = ELECTRIC HAND HOLE
- ⊖ = GUY ANCHOR
- ⊙ = CONCRETE POWER POLE
- ☆ = WOOD LIGHT POLE
- ⊙ = SANITARY SEWER MANHOLE
- ⊕ = AT&T PEDESTAL
- ⊙ = TELEPHONE MANHOLE
- ⊕ = WATER VALVE
- ⊕ = FIRE HYDRANT
- ⊕ = WATER METER
- PINE 26" = TREE TYPE & DIAMETER
- HICKY = HICKORY
- LAO = LAUREL OAK
- LO = LIVE OAK
- = SPOT ELEVATION
- = ASPHALT PAVEMENT
- = CONCRETE SURFACE

SURVEYOR'S NOTES:

1. THE BEARINGS SHOWN HEREON ARE STATE PLANE COORDINATES, FLORIDA NORTH (NORTH AMERICAN DATUM OF 1983) BASED ON GPS MEASUREMENTS ON THE GEODETIC REFERENCE SYSTEM 1980 (GEOID 12A) FROM THE FLORIDA PERMANENT REFERENCE NETWORK (FPRN).
2. ELEVATIONS SHOWN HEREON ARE BASED ON GPS MEASUREMENTS ON THE GEODETIC REFERENCE SYSTEM 1980 (GEOID 12A) FROM THE FLORIDA PERMANENT REFERENCE NETWORK (FPRN). ALL ELEVATIONS SHOWN HEREON ARE NORTH AMERICAN VERTICAL DATUM OF 1988. ALL SITE BENCHMARKS SHOULD BE CHECKED AND VERIFIED BEFORE USE.
3. THE SURVEYOR HAS NO KNOWLEDGE OF UNDERGROUND FOUNDATIONS WHICH MAY ENCROACH.
4. NO UNDERGROUND INSTALLATION OF UTILITIES OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.
5. RECORDED EASEMENT AND/OR DEEDS NOT FURNISHED TO THE SURVEYOR ARE NOT SHOWN.
6. ALL TREES 8" AND LARGER, AS MEASURED AT CHEST HEIGHT, ON THE SUBJECT PARCEL ARE SHOWN HEREON.
7. THIS SURVEY CONTAINS 11 SHEETS AND IS NOT VALID WITHOUT ALL SHEETS.
8. INTERIOR FENCES NOT LOCATED OR SHOWN.



FLOOD NOTE:
THE SUBJECT PROPERTY LIES WITHIN FLOOD ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS SHOWN ON FLOOD INSURANCE RATE MAP NUMBERS 12001C01100, 12001C01200, 12001C01300, AND 12001C01400 FOR ALACHUA COUNTY, FLORIDA, INCORPORATED AREAS, EFFECTIVE DATE JUNE 16, 2006, FOR CITY OF ALACHUA, COMMUNITY NUMBER 120684 PANEL NUMBERS 0110, 0120, 0130, AND 0140 SUFFIX D.



FLOWERS SURVEYING AND MAPPING INC.
207 SE CONCORD GLEN
HIGH SPRINGS, FLORIDA 32643
PHONE: (386) 462-0130
EMAIL: FLOWERSSURVEYING@GMAIL.COM

LEIGH ANN FLOWERS
PROFESSIONAL SURVEYOR & MAPPER
FLA. LICENSE NO. 6622

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE SURVEYOR. THIS MAP IS THE PROPERTY OF FLOWERS SURVEYING AND MAPPING INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. WITHOUT THE WRITTEN PERMISSION OF FLOWERS SURVEYING AND MAPPING INC. ANY REPRODUCTION OR TRANSMISSION OF THIS MAP IS PROHIBITED. I HEREBY CERTIFY THAT THE SURVEY DATA SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PERFORMED UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE FLORIDA SURVEYING BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND CHAPTER 30-17, FLORIDA ADMINISTRATIVE CODE.

EXHIBIT C

TARA BAYWOOD PHASE 1
SITUATED IN
SECTION 10, TOWNSHIP 8 SOUTH, RANGE 18 EAST,
CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

Plat Book __ , Page __
Sheet Two of Four

Line Table			
Line#	Direction	Length	
L1	S89°57'21"W	29.75'	
L2	N00°05'03"E	100.00'	
L3	N89°54'57"W	10.00'	
L4	N00°05'03"E	150.00'	
L5	S89°54'57"E	20.00'	
L6	N00°05'03"E	73.48'	
L7	N89°54'57"E	155.54'	
L8	S00°05'03"W	30.25'	
L9	N88°46'12"W	50.01'	
L10	N89°54'57"W	99.00'	
L11	S01°01'24"W	61.01'	
L12	S00°05'03"W	141.50'	
L13	S89°54'57"E	75.00'	
L14	S89°54'56"E	50.00'	
L15	S89°54'57"E	150.00'	
L16	N00°05'03"E	25.00'	
L17	S89°54'57"E	50.00'	
L18	S00°05'03"W	25.00'	
L19	S89°51'25"E	34.64'	
L20	S08°59'15"W	50.15'	
L21	S89°11'58"W	26.88'	
L22	N89°54'57"W	50.00'	
L23	S00°05'02"W	50.00'	
L24	N63°07'23"E	13.41'	
L25	N89°56'50"E	85.50'	
L26	S04°52'19"W	60.27'	
L27	N01°44'31"W	4.97'	
L28	N89°55'41"W	99.84'	
L29	N00°05'03"E	123.84'	
L30	N00°05'03"E	50.00'	
L31	S89°54'57"E	50.00'	
L32	S89°54'57"E	50.00'	
L33	N89°54'57"W	150.00'	
L34	N89°54'57"W	50.00'	
L35	N89°54'57"W	75.00'	
L36	N89°55'41"W	26.79'	

STORM WATER DISCHARGE
EASEMENT AGREEMENT
"EASEMENT AREA" (+/-2.04
ACRES AND +/-8.83 ACRES)

Curve Table						
Curve#	Length	Radius	Delta	Tangent	Chord Bearing	Chord Distance
C1	7.60'	115.00'	3°47'06"	3.80'	N88°15'26"W	7.60'
C2	39.27'	25.00'	90°00'00"	25.00'	N44°54'57"W	35.36'
C3	39.33'	24.86'	90°38'18"	25.14'	S45°05'07"W	35.36'
C4	39.27'	25.00'	90°00'00"	25.00'	N44°54'57"W	35.36'
C5	196.30'	125.00'	89°58'36"	124.95'	N45°05'45"E	176.74'
C6	39.27'	25.00'	90°00'00"	25.00'	S44°54'57"E	35.36'
C7	39.27'	25.00'	90°00'00"	25.00'	N45°05'03"E	35.36'
C8	39.27'	25.00'	89°59'59"	25.00'	N44°54'57"W	35.36'
C9	39.27'	25.00'	90°00'01"	25.00'	S45°05'03"W	35.36'
C10	39.27'	25.00'	89°59'59"	25.00'	S44°54'57"E	35.36'
C11	274.89'	175.00'	90°00'00"	175.00'	S45°05'03"W	247.49'
C12	39.27'	25.00'	90°00'00"	25.00'	S45°05'03"W	35.36'
C13	39.27'	25.00'	90°00'00"	25.00'	S44°54'57"E	35.36'
C14	39.27'	25.00'	90°00'00"	25.00'	N45°05'03"E	35.36'
C15	39.27'	25.00'	89°59'59"	25.00'	S44°54'57"E	35.36'
C16	39.27'	25.00'	90°00'00"	25.00'	N45°05'03"E	35.36'

SYMBOL LEGEND

- BOUNDARY LINE (PLAT)
- BOUNDARY LINE (LOT)
- RIGHT-OF-WAY LINE
- BENCHMARK
- CONCRETE MONUMENT
- 5/8" IRON ROD & CAP SET
- "JBPRO PCP PRM LB8031"
- UNLESS NOTED OTHERWISE

ABBREVIATIONS

- D.E. = DRAINAGE EASEMENT
- ID = IDENTIFICATION
- INC = INCORPORATED
- JBPRO = JBROWN PROFESSIONAL GROUP
- LB = LICENSED SURVEYING BUSINESS
- LLC = LIMITED LIABILITY CORPORATION
- O.R.B. = OFFICIAL RECORDS BOOK
- P.B. = PLAT BOOK
- PG. = PAGE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- PCP = PERMANENT CONTROL POINT
- PRM = PERMANENT REFERENCE MONUMENT
- PSM = PROFESSIONAL SURVEYOR AND MAPPER
- P.U.E. = PUBLIC UTILITIES EASEMENT
- R/W = RIGHT-OF-WAY
- TP = TAX PARCEL

